

This Indenture, WITNESSETH, That the Grantor SARAH R. NOLTE, a widow and not having remarried, and DAVID M. KOPACK, a bachelor

of the CITY of OAK LAWN County of COOK and State of ILLINOIS

for and in consideration of the sum of FIVE THOUSAND AND NO/100ths Dollars in hand paid, CONVEY AND WARRANT to ANN MARIE HOWE

of the Village of Midlothian County of Cook and State of Illinois

and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, the following described real estate, with the improvements thereon, including all heating, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the City of Oak Lawn County of Cook and State of Illinois, to-wit:

LOT nine (9) in block five (5) in A.T. McIntosh's and Co's, Ridgeland Unit No. 2 being a subdivision in the North half of the South East Quarter of Section 6 Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois;

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois. IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor SARAH R. NOLTE, a widow and not having remarried, and DAVID M. KOPACK, a bachelor are justly indebted upon that one (1) principal promissory note bearing even date herewith, payable on or before December 1, 1974, to the order of BRARER

THIS GRANTOR is covenant and agree as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said notes provided, or according to any agreement extending time of payment; (2) to pay prior to the first day of June in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings and improvements on said premises that may have been destroyed or damaged; (4) that waste on said premises shall not be committed or suffered; (5) to keep all well always now or at any time on said premises insured in companies to be selected by the grantee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first, to the first Trustee or Mortgagee, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) on all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable.

IN THE EVENT of failure to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time; and all money so paid, the grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at seven per cent. per annum, shall be so much additional indebtedness secured hereon.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time to time, such breach, as seven per cent. per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then been by express terms.

IT IS AGREED by the grantor is that all expenses and disbursements paid or incurred in behalf of complainant in connection with the foregoing hereof, including reasonable solicitor's fees, outlays for documentary evidence, stenographer's charges, cost of procuring or completing abstract showing the whole title of said premises embracing foreclosure decrees shall be paid by the grantor is and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the grantor is. All such costs and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings, which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor a release hereof given, until all such expenses and disbursements, and the costs of suit, including solicitor's fees have been paid. The grantor is for said grantor is and for the heirs, executors, administrators and assigns of said grantor is waive is all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agree is that upon the filing of any bill to foreclose this Trust Deed, the court in which such bill is filed, may at once and without notice to the said grantor is or to any party claiming under said grantor is appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises.

IN THE EVENT of the death, removal or absence from said Cook County of the grantee, or of his refusal or failure to act, then JOHN W. SIREMA, JR. of said County is hereby appointed to be first successor in this trust; and if for any like cause said first successor fail or refuse to act, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be second successor in this trust. And when all the aforesaid covenants and agreements are performed, the grantee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hand and seal of the grantor is this 2nd day of November A. D. 19 73.

SARAH R. NOLTE (SEAL)

DAVID M. KOPACK (SEAL)

(SEAL)

(SEAL)

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UNOFFICIAL COPY

State of ILLINOIS
County of COOK } ss.

I, TERESA W. SEREDA,

a Notary Public in and for said County, in the State aforesaid, do hereby certify that
*SARAH R. NOITE, widow and not having remarried, and DAVID H. KOPACK, a bachelor -

personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal, this second (2nd) day of November A. D. 1973

Teresa W. Sereda
Notary Public.



of Cook County Clerk's Office

Elmer R. Olson

RECORDER OF DEEDS
COOK COUNTY ILLINOIS

1973 DEC 3 AM 10 35
DEC-3 -73 721044 • 22559937 • A — Rec 510

500 MAIL

22559937

Box No. _____

SECOND MORTGAGE

Trust Deed

SARAH R. NOITE AND DAVID H. KOPACK - TO ANN MARIE HOME

MAIL TO: JOHN W. SEREDA, ATTORNEY AT LAW, 11732 S. WESTERN AVENUE, CHICAGO 43, ILLINOIS

GEORGE COLE & COMPANY

END OF RECORDED DOCUMENT